

SOLICITATION, OFFER AND AWARD1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)RATING
DO-A7PAGE OF
1 31 PAGES

2. CONTRACT NO.

3. SOLICITATION NO.

N00164-97-R-0147

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)☒ NEGOTIATED (RFP)

5. DATE ISSUED

07/08/97

6. REQUISITION/PURCHASE
NO.

835-83-6318-0387

7. ISSUED BY

CONTRACTING OFFICER NAVSURFWARCEMDIV
CODE 1163WF 300 HWY 361
CRANE IN 47522-5001

CODE N00164

8. ADDRESS OFFER TO (If other than Item 7)

CONTRACTING OFFICER CODE 116 BID ROOM
DEPOSITORY NAVSURFWARCEMDIV
300 HWY 361 CRANE IN 47522-5001

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in
Item B, or if handcarried, in the depository located in BUILDING 64until 2:00 PM local time 08/07/97
(Hour) (Date)CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.10. FOR INFORMATION
CALL:

A. NAME

DEBORAH FRICK

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
(812)854-3707**11. TABLE OF CONTENTS**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (50 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers
specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.13. DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS

20 CALENDAR DAYS

30 CALENDAR DAYS

CALENDAR DAYS

☐

%

☐

%

☐

%

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amend-
ments to the SOLICITATION for offerors and
related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME
AND
ADDRESS
OF
OFFEROR

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)

☐15C. CHECK IF REMITTANCE ADDRESS
IS DIFFERENT FROM ABOVE - ENTER
SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)(1)☐ 10 U.S.C. 253(c)(1)23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA

PREVIOUS EDITION NOT USABLE

SECTION "B"**LOT I**

Serpentine assemblies 2005841-1 thru -10
per drawing 200584 with exceptions as noted
in the Statement of Work (SOW)
in Section C.

MIN MAX
1 81 EA

0001 Year 1 pricing
First Unit Ordered @ \$_____.

SUBSEQUENT UNITS ORDERED

0002 Year 2 pricing
0002AA Order quantity of 0 each - 4 each @ \$_____.
0002AB Order quantity of 5 each - 9 each @ \$_____.
0002AC Order quantity of 10 each - 14 each @ \$_____.
0002AD Order quantity of 15 each - 20 each @ \$_____.

0003 Year 3 pricing
0003AA Order quantity of 0 each - 4 each @ \$_____.
0003AB Order quantity of 5 each - 9 each @ \$_____.
0003AC Order quantity of 10 each - 14 each @ \$_____.
0003AD Order quantity of 15 each - 20each @ \$_____.

0004 Year 4 pricing
0004AA Order quantity of 0 each - 4 each @ \$_____.
0004AB Order quantity of 5 each - 9 each @ \$_____.
0004AC Order quantity of 10 each - 14 each @ \$_____.
0004AD Order quantity of 15 each - 20 each @ \$_____.

0005 Year 5 pricing
0005AA Order quantity of 0 each - 4 each @ \$_____.
0005AB Order quantity of 5 each - 9 each @ \$_____.
0005AC Order quantity of 10 each - 14 each @ \$_____.
0005AD Order quantity of 15 each - 20 each @ \$_____.

Serpentine assembly per 20585-1 per
drawing 2000585 with exceptions as noted in SOW.

MIN MAX
0 6 EA

0006 Year 1 pricing .
Order quantity of 0 each - 2 each @ \$_____.

0007 Year 2 pricing
Order quantity of 0 - 2 each @ \$_____.

0008 Year 3 pricing .
Order quantity of 0 - 2 each @ \$_____.

0009 Year 4 pricing .
Order quantity of 0 - 2 each @ \$_____.

0010 Year 5 pricing .
Order quantity of 0 - 2 each @ \$_____.

Serpentine assembly per 20586-1 per
drawing 2000586 with exceptions as noted in SOW.

MIN MAX
0 6 EA

- 0011 Year 1 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0012 Year 2 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0013 Year 3 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0014 Year 4 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0015 Year 5 pricing
Order quantity of 0 - 2 each @ \$_____.

MAX Serpentine assemblies 2005841-1 thru -10 to be ordered per D.O. = 20

MAX Serpentine assemblies 200585-1 to be ordered per D.O. = 2

MAX Serpentine assemblies 200586-1 to be ordered per D.O. = 2

TOTAL MAX to be ordered per D.O. = 24

SECTION "B"

LOT II

Serpentine assemblies 2005841-1 thru -10
per drawing 200584 with exceptions as noted
in the Statement of Work (SOW)
in Section C.

MIN MAX
1 61 EA

- 0001 Year 1 pricing
First Unit Ordered @ \$_____.

SUBSEQUENT UNITS ORDERED

- 0002 Year 2 pricing
- 0002AA Order quantity of 0 each - 4 each @ \$_____.
- 0002AB Order quantity of 5 each - 9 each @ \$_____.
- 0002AC Order quantity of 10 each - 14 each @ \$_____.
- 0002AD Order quantity of 15 each - 20 each @ \$_____.
- 0003 Year 3 pricing
- 0003AA Order quantity of 0 each - 4 each @ \$_____.
- 0003AB Order quantity of 5 each - 9 each @ \$_____.
- 0003AC Order quantity of 10 each - 14 each @ \$_____.
- 0003AD Order quantity of 15 each - 20each @ \$_____.
- 0004 Year 4 pricing
- 0004AA Order quantity of 0 each - 4 each @ \$_____.
- 0004AB Order quantity of 5 each - 9 each @ \$_____.
- 0004AC Order quantity of 10 each - 14 each @ \$_____.
- 0004AD Order quantity of 15 each - 20 each @ \$_____.

Serpentine assembly per 20585-1 per
drawing 2000585 with exceptions as noted in SOW.

MIN MAX
0 4 EA

- 0005 Year 1 pricing .
Order quantity of 0 each - 2 each @ \$_____.
- 0006 Year 2 pricing
Order quantity of 0 - 2 each @ \$_____.
- 0007 Year 3 pricing .
Order quantity of 0 - 2 each @ \$_____.
- 0008 Year 4 pricing .
Order quantity of 0 - 2 each @ \$_____.

Serpentine assembly per 20586-1 per
drawing 2000586 with exceptions as noted in SOW.

MIN MAX
0 4 EA

- 0009 Year 1 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0010 Year 2 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0011 Year 3 pricing
Order quantity of 0 each - 2 each @ \$_____.
- 0012 Year 4 pricing
Order quantity of 0 each - 2 each @ \$_____.

MAX Serpentine assemblies 2005841-1 thru -10 to be ordered per D.O. = 20

MAX Serpentine assemblies 200585-1 to be ordered per D.O. = 2

MAX Serpentine assemblies 200586-1 to be ordered per D.O. = 2

TOTAL MAX to be ordered per D.O. = 24

Award will be made by lot, and only one lot will be awarded.

SECTION "B" NOTES:

(1) List your Commercial and Government Entity (CAGE) Code and Contractor Establishment Code (DUNS number) in Block 15a of Page 1.

(2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(3) It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceeding the date shown in item 9 on page 1 addressed as follows:

COMMANDER
CONTRACTING OFFICER BLDG 64 CODE 1163WF
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE, IN 47522-5011

Please submit questions promptly as no extensions in the closing date are anticipated.

(4) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522.

(5) Delivery orders placed under this contract will be placed by the Government no later than 5 years after the effective date of this contract.

(6) Delivery orders will be placed against this contract by the Government using a DD 1155 format.

(7) Delivery of the first units (1 thru 4) of each delivery order (D.O.) is required 210 days after the effective date of D.O. Delivery of the subsequent units of every D.O. are required at a rate of 4 units every 2 months after the preceeding delivery. Accelerated deliveries at no additional cost to the Government are acceptable.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK TYPT IV FOR FABRICATION OF ANSPS-48 ESERPENTINE ASSEMBLIES

PART NUMBERS:

**200584-1
200584-2
200584-3
200584-4
200584-5
200584-6
200584-7
200584-8
200584-9
200584-10
200585-1
20586-1**

1. SCOPE

This statement of work (SOW) establishes the requirements to fabricate serpentine assemblies for the ANSPS-48E RADAR antenna.

2. APPLICABLE DOCUMENTS

The following documents, of the latest revision of the exact issue cited below, form a part of the SOW or specification to the extent specified herein. In the SOW or specification text, exact issue is not cited for convenience of reference.

Drawings (FSCM 24930 unless otherwise noted):

200492 rev C	Serpentine, 8 Element, Cover Side
200493 rev C	Serpentine, 8 Element, Array Side
200494 rev C	Serpentine, 9 Element, Array Side
200495 rev C	Serpentine, 9 Element, Cover Side
200496 rev C	Serpentine, 6 Element, Array Side
200497 rev C	Serpentine, 6 Element, Cover Side
200584 rev E	Serpentine Assembly, 8 Element
200585 rev D	Serpentine Assembly, 9 Element
200586 rev D	Serpentine Assembly, 6 Element
200595 rev A	Plate, Stock, Serpentine, Waveguide
200584 rev D	Serpentine assembly 8 element
200585-1 rev D	Serpentine assembly 9 element
200586-1 rev D	Serpentine assembly 6 element

3. REQUIREMENTS

Fabricate a serpentine section, 200584-1 through -10 per drawing 2000584, 200585-1 per drawing 200585, or 200586-1 per drawing 200586, except:

- a. Electrical testing will be performed by the government with vendor observation. Electrical testing shall be performed in accordance with NWSC procedure 12255-8843-960004 and ITT Gilfillan test procedures 19581-1-ATP-10, and Gen-Atp-200. Serpentine section must meet the electrical requirements of these procedures to be acceptable.
- b. The government will provide all materials to build any serpentine sections ordered the first year of the contract.
- c. All slots with a subscripted L dimension called out in drawing 200492, 200493, 20494, 200495, 200496, or 200497 shall have their edges radiused and blended into the surrounding surface at a radius of 0.015" to 0.030". The corners of the slots shall be radiused as specified in the drawings.
- d. ANSI Y 14.5 and ANSI B 46.1 shall be used to interpret drawings in lieu of GPS60-006.
- e. The contractor shall use their own engraving procedure in lieu of GPS30-101.
- f. Each dimension and geometry requirement shown on the drawings for the assembled serpentine (Drawings 20484, 200485, or 200586) or the two serpentine halves (drawings 200492, 200493, 200494, 200495, or 200497) shall be inspected. NSWSC Crane shall be notified 10 working days prior to these inspections and shall witness the inspections.
- g. Window assemblies part number 196622-2 shall be installed prior to final machining of assembled serpentine flanges.

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

SECTION "D" - PACKAGING AND MARKING

MARKING AND PACKING LIST(S) (NAVSEA) (JUN 1994)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129M dated 15 June 1993.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

WARRANTY NOTIFICATION FOR ITEM(S) 0001-0012 (NAVSEA) (MAY 1993)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129L and MIL-STD-130G. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164- - - TO CONFORM TO DESIGN,
MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS
IN MATERIAL AND WORKMANSHIP FOR _____ FROM DATE OF ACCEPTANCE. IF ITEM IS
DEFECTIVE NOTIFY _____ AND PCO.

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT

Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope

prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

Marking Containers. When unpacking instructions are provided shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

Marking. All shipping containers will be marked in accordance with the Military Standard Marking for Shipment and Storage, MIL-STD-129M.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVSURFWARCENDIV)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the cognizant DCMC representative at the contractor's or subcontractor's plant located at (to be filled in at time of award). The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by Code 8035 personnel within 7 days after receipt by Code 8035 personnel at NAVSURFWARCEN Crane.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

NOTE: The initial inspection of the supplies will be performed at the time the contractor performs the requirements of subparagraph 3.0 (g). Advance notification of Code 8035 personnel is required at least 10 days prior to conducting initial inspection of the supplies.

ACCEPTANCE VERIFICATION

The Government shall accept/reject supplies/services to be provided hereunder within 7 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34
F.o.b. Destination--Evidence of Shipment (Jul 1995)	52.247-48

CLAUSES IN FULL TEXT

TIME OF DELIVERY (APR 1984) (FAR 52.211-8)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS FROM EFFECTIVE DATE OF CONTRACT ALL
	<u>see note 7 on page 5</u>	<u>see note 7 on page 5</u> The

Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will/may be considered unacceptable and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS FROM EFFECTIVE DATE OF CONTRACT ALL

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will/may be considered unacceptable and rejected.

VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has

been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to ALL LINE ITEMS.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

RECEIVING FACILITY SCHEDULE

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

SECTION "G" - CONTRACT ADMINISTRATION DATA

CLAUSES IN FULL TEXT

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

 a separate invoice for each activity designated to receive the supplies or services.

 a consolidated invoice covering all shipments delivered under an individual order.

 x either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated

payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER
ATTN: CODE 1163WF BLDG 64
NAVAL SURFACE WARFARE CENTER
CRANE DIVISION
CRANE IN 47522-5011
Telephone No. 812-854-3707

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (Jul 1995) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other

requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

SECTION "I" - CONTRACT CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (Jan 1997)	52.203-08
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PART II

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Special Prohibition on Employment (NOV 1995)	252.203-7001
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Provision of Information to Cooperative Agreement Holders (Dec 1991)	252.205-7000
Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)	252.209-7000
Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996)	252.219-7003
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Supplemental Cost Principles (Dec 1991)	252.231-7000
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Material Inspection and Receiving Report (Dec 1991)	252.246-7000

CLAUSES IN FULL TEXT

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through (60 months for LOT I) (45 months for LOT II) from the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 EACH, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 24 EACH

(2) Any order for a combination of items in excess of 24 EACH ;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after (75 months for LOT I) (60 months for LOT II) after the effective date of the contract.

CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995) (DFARS 252.219-7006)

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers except--

(i) Offers from small disadvantaged business concerns which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign Government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of evaluation preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

___ Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black colleges or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub.L.103-139 and Section 8012 of Pub.L.103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide to the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991) (DFARS 252.225-7000)

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the

United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
(List only qualifying country end products)	

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin
(End of provision)	

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991) (DFARS 252.225-7008)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (DFARS 252.247-7023)

(a) As used in this clause:

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use or owned by the DoD, at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works, buildings and facilities, ships, floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and the components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels, and no others, in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate U.S.-flag vessels, if the Contractor or a subcontractor believes that (1) U.S.-flag vessels are not available for timely shipment; (2) the freight charges are inordinately excessive or unreasonable; or (3) freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum:

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean-bill-of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only United States-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM <u>DESCRIPTION</u>	CONTRACT <u>LINE ITEMS</u>	<u>QUANTITY</u>
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TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of the contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust

the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (DFARS 252.247-7024)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation of Supplies by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, which will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

STANDARD COMMERCIAL WARRANTY (NAVSURFWARCENDIV)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of __ months. (Offeror is to insert number.)

SECTION "J" - LIST OF ATTACHMENTS

EXHIBIT "A" - (SEE CURRENT REVISIONS FOR EACH AS LISTED IN SECTION C)

- (1) ITT Gilfillan Drawing Nos. 200584-1, -2, -3, -4, -5, -6, -7, -8, -9, and -10.
- (2) ITT Gilfillan Drawing No. 200585-1.
- (3) ITT Gilfillan Drawing No. 200586-1.
- (4) NWSC procedure 12255-8843-960004
- (5) ITT Gilfillan test procedures 19581-1-ATP-10 and Gen-Atp-200.

(6) List of Discrepancies in Drawings

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS****II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS****PART I**

<u>Title and Date</u>	<u>FAR Subsection</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11
Listing of Other than New Material, Residual Inventory and Former Government Surplus (May 1995)	52.211-06
Certification of Nonsegregated Facilities (Apr 1984)	52.222-21
Certification Regarding a Drug-Free Workplace (Jul 1995)	52.223-05

PROVISIONS IN FULL TEXT**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)****(a) The offeror certifies that--**

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (MAR 1994) (FAR 52.204-3)**(a) Definitions.**

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other. State basis. _____.

(d) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

() Other corporate entity;

() Not a corporate entity;

() Sole proprietorship;

() Partnership;

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

() Name and TIN of common parent:

Name _____

TIN _____

WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it () is, () is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

TYPE OF BUSINESS ORGANIZATION (JUL 1987) (FAR 52.215-6)

The offeror or quoter, by checking the applicable box, represents that --

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

AUTHORIZED NEGOTIATORS (APR 1984) (FAR 52.215-11)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

PLACE OF PERFORMANCE (APR 1984) (FAR 52.215-20)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
---	--

SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997) (FAR 52.219-1)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3669.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these

entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the act.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)

The offeror represents that--

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

AN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42

U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned and operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Certification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994) (DFARS 252.209-7001)

(a) *Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense. (c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (APR 1994) (DFARS 252.219-7000)

(a) *Definition.*

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by

individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
 (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls:

- ☐ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- ☐ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- ☐ Black American (U.S. Citizen)
- ☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- ☐ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- ☐ Other

(c) Certification.

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ___ has not ___ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was ___ and the Offeror--

- ☐ Was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.
- ☐ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and disbarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Solicitation Definitions (Jul 1987)	52.215-05
Unnecessarily Elaborate Proposals or Quotations (Apr 1984)	52.215-07
Amendments To Solicitations (Dec 1989)	52.215-08
Submission of Offers (Feb 1997)	52.215-09
Late Submissions, Modifications, and Withdrawals of Proposals (Feb 1997)	52.215-10
Restriction on Disclosure and Use of Data (Apr 1984)	52.215-12
Preparation of Offers (Apr 1984)	52.215-13
Explanation to Prospective Offerors (Apr 1984)	52.215-14
Failure to Submit Offer (Jul 1995)	52.215-15
Contract Award--Alternate II (Oct 1995)	52.215-16
Facilities Capital Cost of Money (Sep 1987)	52.215-30
Preaward On-Site Equal Opportunity Compliance Review (Apr 1984)	52.222-24

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)	252.204-7001
Certificate of Competency (Apr 1993)	252.219-7009

PROVISIONS IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (OCT1995)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of

Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Deborah Frick, Contracting Officer, Code 1163WF, Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5001. *[Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.]*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest is filed with GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available.

SUBMISSION OF COST OR PRICING DATA (NOV 1987) (NAPS 52.215-9000)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the contracting officer.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NAVSURFWARCENDIV Crane, Code 803, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Oct 1995)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

NOTE: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 19 of 31 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

SECTION "M" - EVALUATION FACTORS FOR AWARD

PROVISIONS IN FULL TEXT

LANGUAGE RELATING TO FAR 52.215-16, CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-16 which provides that the contract will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. "Other factors" shall include all of those evaluation factors which are described in this Section M.

QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991) (DFAR 252.225-7002)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

INFORMATION FOR DUTY-FREE ENTRY EVALUATION (DFARS 252.225-7003) (AUG 1992)

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

BASIS OF AWARD

The offeror's proposal must contain all the price information required by Section "B". The Government is not obligated to order beyond the minimum quantity even though the quantities below are utilized for evaluation purposes only.

Therefore, the Government will evaluate the maximum total of 93 units of Lot I utilizing the evaluated price formula below.

EVALUATED PRICE:

(CLIN 0001 X 1 ea) + (CLIN 0002AB X 5 ea) + (CLIN 0002AD X 15 ea) + (CLIN 0003AD X 20 ea) + (CLIN 0004AD X 20 ea) + (CLIN 0005 X 20 ea) + (CLIN 0006 X 0 ea) + (CLIN 0007 X 0 ea) + (CLIN 0008 X 2 ea) + (CLIN 0009 X 2 ea) + (CLIN 0010 X 2 ea) + (CLIN 0011 X 0 ea) + (CLIN 0012 X 0 ea) + (CLIN 0013 X 2 ea) + (CLIN 0014 X 2 ea) + (CLIN 0015 X 2 ea) = \$

The Government will evaluate the maximum total of 69 units of Lot II utilizing the evaluated price formula below.

EVALUATED PRICE:

(CLIN 0001 X 1 ea) + (CLIN 0002AB X 5 ea) + (CLIN 0002AD X 15 ea) + (CLIN 0003AD X 20 ea) + (CLIN 0004AD X 20 ea) + (CLIN 0005 X 0 ea) + (CLIN 0006 X 0 ea) + (CLIN 0007 X 2 ea) + (CLIN 0008 X 2 ea) + (CLIN 0009 X 0 ea) + (CLIN 0010 X 0 ea) + (CLIN 0011 X 2 ea) + (CLIN 0012 X 2 ea) = \$

Award shall be made to the offeror based technical acceptability, past performance, and evaluated price, except that small disadvantaged business concerns may receive evaluation preference as provided elsewhere in this solicitation.

F.O.B. OFFER LANGUAGE (RFP)

OFFERS SUBMITTED ON A BASIS OTHER THAN F.O.B. Destination SHALL BE REJECTED AS UNACCEPTABLE.

SINGLE AWARD FOR ALL ITEMS (NAVSURFWARCENDIV)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

ALTERNATE II

(a) Award will be made to a single offeror on each entire lot.

(b) For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

<u>Lot Number</u>	<u>Item Number</u>
_____	_____
_____	_____

(c) The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government.

PAST PERFORMANCE FACTOR (NAVSURFWARCENDIV)

During the source selection process, the Government will assess the offeror's ability to perform on the instant contract/order, including the offeror's likelihood of achieving success in meeting the solicitation's requirements. Past performance is assessed by the Source Selection Authority/Contracting Officer and is assigned a narrative rating in the evaluation. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9.

PAST PERFORMANCE

OFFERORS' PAST PERFORMANCE HISTORY WILL BE INCLUDED IN THE EVALUATION FOR AWARD. Accordingly, each offeror is required to submit a list of its five most recent contracts for the same or similar items. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable.

Each offeror will be given an adjectival rating on past performance: excellent, good, fair, or poor. Offerors who cannot provide same or similar past performance information will be given a neutral rating. In the event there are substantial differences among the offerors in terms of past performance, the Government reserves the right to award to other than the lowest priced offer in favor of an offeror with substantially better performance history. In addition, the Government may accept other than the lowest priced offer if doing so would result in substantially greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. Small disadvantaged business concerns may receive evaluation preference as provided elsewhere in this solicitation.

EVALUATION OF WARRANTY (NAVSURFWARCENDIV)

In case of more than one technically acceptable offer at the lowest price (i.e. "tie" offers), award of the contract resulting from this solicitation will be made to the responsible offeror whose standard commercial warranty pursuant to the warranty text found in SECTION "I" herein, contains terms and conditions most favorable to the Government.